Life and Accident Plans

LIFE AND ACCIDENT PLANS

INTRODUCTION

One of the major policies of Universities Research Association, Inc. and Fermi National Accelerator Laboratory is to provide a comprehensive program of benefits for its employees. Included the in the benefit program are life and accident plans that provide valuable financial protection for you and your family in the event of death. Insurance protection to help cushion against the hardship that can accompany death is important to all of us, and Fermilab has made this protection available to you by providing the following group plans:

- Basic & Supplemental Life Insurance
- Dependent Life Insurance

- Accidental Death & Dismemberment Insurance
- Business Travel Accident Insurance

Fermilab pays the full cost of your Group Basic Life Insurance, Accidental Death and Dismemberment Insurance and Business Travel Accident Insurance. You can elect to enroll in the Group Supplemental Life Insurance and the Dependent Life Insurance programs, and you will pay the full cost.

Please read the following pages carefully. If by chance, the information in this booklet conflicts with the insurance contracts, your rights to benefits will be determined under the terms of the insurance contracts.

GROUP LIFE INSURANCE(Connecticut General Life Insurance Company)

Schedule of Benefits to Age 65		
Basic Life:	An amount equal to one times your annual basic earnings.	
Supplemental Life I:	An amount equal to one times your annual basic earnings.	
Supplemental Life II: An amount equal to two times your annual basic earnings.		
Combined	The sum of your Basic and Supplemental Life Insurance may not exceed	
Maximum:	\$300,000.	

(The life insurance amounts will be rounded to the nearer \$1,000, if not already a multiple of \$1,000).

Example:	Employee 1	Employee 2	Employee 3
Earnings:	\$32,300	\$32,300	\$32,300
Elects:	Basic	Supp. I	Supp. II
Coverage:	\$32,000 Basic	\$32,000 Basic	\$32,000 Basic
		\$32,000 Supp I	\$65,000 Supp II
Total:	\$32,000	\$64,000	\$97,000

	Schedule of Benefits from Age 65 to 70		
65	92% of the combined amount of your life insurance		
66	84% of the combined amount of your life insurance		
67	76% of the combined amount of your life insurance		
68	68% of the combined amount of your life insurance		
69	60% of the combined amount of your life insurance		
70+	60% of the combined amount of your life insurance or \$45,000, whichever is the lesser.		

Example:	Employee 1	Employee 2	Employee 3
Amount pre-65	\$32,000	\$64,000	\$97,000
65	\$29,440	\$58,880	\$89,240
66	\$26,880	\$53,760	\$81,480
67	\$24,320	\$48,640	\$73,720
68	\$21,760	\$43,520	\$65,960
69	\$19,200	\$38,400	\$58,200
70 and over	\$19,200	\$38,400	\$45,000

Who is Eligible

All employees except dayworkers and summer employees are eligible to enroll for coverage as of the first day of employment.

Enrollment

At the employee orientation meeting on the first day of employment you are enrolled for the Basic coverage, and you can elect the Supplemental coverage at that time or within 30 days of employment. We are not currently offering the option to select additional Supplemental coverage after the first 30 days of employment.

Effective Date of Your Coverage

Your coverage will become effective on the day that you enroll, but no earlier than the day you become eligible.

Cost

The Basic coverage is provided at no cost to you. The Supplemental 1 coverage cost is \$.15 per \$1,000 of coverage per month. The Supplemental 2 coverage cost is \$.16 per \$1,000 of coverage per month. For your convenience, the cost is deducted from your paycheck. (There is a temporary suspension of the payroll deduction.) While the temporary suspension is in place, this benefit is open only to new employees within the eligibility period.

Example Coverage:	Employee 1	Employee 2	Employee 3
Basic	\$32,000	\$32,000	\$32,000
Supp. I	0	\$32,000	0
Supp. II	0	0	\$64,000
Supp. Cost per mo.	0	\$4.80	\$9.92

Beneficiary

When you enroll in the life insurance program, you should name a beneficiary to receive the loss of life benefit. You may change your beneficiary at any time by completing a change form which is available from Fermilab's Benefits Office. No change will take effect until this form is signed and dated by you. If you die before the change form is received by Fermilab's Benefits Office, Connecticut General and URA/Fermilab will not be liable for any payment it has already made.

Payment of Benefits

In the event of your death from any cause, life insurance benefits in the amount for which you enrolled will be paid to your designated beneficiary(ies). Payment will be made in one lump sum unless installment payments are requested.

Termination of Coverage

Your Basic Life Insurance and Supplemental Life Insurance coverages end on the earliest date below:

date you cease to be in an eligible class,

- date you cease to pay the required contribution,
- date your employment terminates (In the case of approved leave of absence and disability your coverage may continue.), or
- date the policy is cancelled.

When your coverage terminates, you may have the right to convert the group insurance to an individual policy. Refer to the section on conversion rules.

Leave of Absence

You may continue your life insurance coverage from the date of your approved leave of absence. You will have to pay the cost of the Basic coverage, as well as any Supplemental coverage in which you may be enrolled. You must contact the Benefits Office to make the arrangements for payment.

Basic Life Coverage During Total Disability

As long as you qualify for long term disability benefits under the Long Term Disability plan, your Basic Life Insurance premium will continue to be paid by Fermilab. (This applies to employees disabled on or after February 1, 1988.)

Supplemental Life Coverage During Total Disability

If you qualify for long term disability under the LTD plan and become disabled prior to age 60, you may file for a waiver of the Supplemental Life premium with Connecticut General after nine months of disability. If Connecticut General approves, your Supplemental Life Insurance will continue for one year at no cost to you. Subsequent proof of total disability must be furnished to Connecticut General every 12 months to continue the waiver of premium. If you do not receive approval from Connecticut General, your Supplemental Life Insurance will terminate. However, you have the right to convert it to an individual policy according to the conversion rules of the insurance policy.

You are not eligible to file for a waiver of the Supplemental Life premium if you become disabled on or after your 60th birthday. Your

Supplemental Life coverage will terminate. However, you can convert it to an individual policy according to the conversion rules of the insurance policy.

Conversion Rules

You are entitled to convert your Life Insurance only if:

- your insurance ceases because you are no longer in active service or no longer eligible for life insurance,
- your insurance is reduced because of age, or
- the policy is cancelled for your class of employees and you have been insured under the policy for at least five years before it is cancelled.

The amount of life insurance that you are entitled to convert is normally the amount of group life insurance that you lose, but in some cases, it may be less. A brochure describing the details of the converted policy may be obtained from the Benefits Office.

Payment During Conversion Period

If you die during the 31 days in which you may convert to an individual life policy, Connecticut General will pay to the beneficiary(ies) designated under your group policy, the amount of insurance that you could have converted.

How to File a Claim

If there is a claim covered by Connecticut General Group Life Insurance, the Benefits Office will complete the claim form and submit it to Connecticut General for settlement. The Benefits Office, 630-840-4361 or 630-840-3395, located on the 15th floor, west side, of Wilson Hall, should be notified as soon as possible. A certified copy of the death certificate is required to submit a claim.

IRS Policy on Group Term Life Insurance

The Internal Revenue Service rules that anyone participating in group term life insurance plans (such as Fermilab's Connecticut General plan) must pay a tax on the amount of life insurance above \$50,000.00. The tax is dependent upon the age of the participant on the last day of his or her

tax year. The employee contributions to the cost of the insurance reduces the taxable amount. The taxes effective July 1, 1999 are as follows:

IRS Table 1: Cost per \$1,000 of Coverage per Month		
Age	Cost	
Under 25	\$.05	
25-29	.06	
30-34	.08	
35-39	.09	
40-44	.10	
45-49	.15	
50-54	.23	
55-59	.43	
60-64	.66	
65-69	1.27	
70 & over	2.06	

As of January 1, 1988, the value of group term life insurance in excess of \$50,000 is also subject to FICA (Social Security tax). The value is determined by using IRS Table 1.

Example:	Employee 1	Employee 2	Employee 3
Age:	56	56	56
Basic Life Ins.	\$50,00	\$50,000	\$50,000
Supp. I	0	\$50,000	0
Supp. II	0	0	\$100,000
Total Life Ins.	\$50,000	\$100,000	\$150,000
Non-taxable Life Ins.	\$50,000	\$50,000	\$50,000
Taxable Life Ins.	0	\$50,000	\$100,000
Table 1 Rate	\$0.43	\$0.43	\$0.43
Annual Table Cost	0	\$258.00	\$516.00
Employee Cost of	0	\$234.00	\$468.00
Supp. Life Ins.			
Taxable Income	0	\$24.00	\$48.00
Employer Social	0	\$1.84	\$3.67
Security Tax (7.65%)			
Employee Social	0	\$1.84	\$3.67
Security Tax (7.65%)			

GROUP DEPENDENT LIFE INSURANCE

(Connecticut General Life Insurance Company)

Schedule of Benefits			
	Option A	or	Option B
Spouse	\$5,000		\$10,000
Children			
15 days but less than 6 mos	\$200		\$400
6 mos. but less than 21 yrs.	\$2,000		\$4,000

Who is Eligible

Employees enrolled in the Connecticut General Supplemental Life Insurance program are eligible to enroll their family for Dependent Life Insurance as of the first day of employment or as of the first day the employee acquires dependents (e.g. marriage, newborn).

Enrollment

You have 30 days from the first day of employment or 30 days from the day you acquire your dependent to enroll for Dependent Life Insurance. If you elect the coverage after the 30 day period, you will be required to submit evidence of your dependent's good health which must be approved by Connecticut General.

Definition of Dependent

For purposes of this coverage, the term "dependent" means:

- your lawful spouse, and
- your children over 14 days of age but under 21 years and unmarried.

Any individual qualifying as an employee cannot be covered as a dependent.

The term children includes children born of you, children legally adopted by you and stepchildren living with you in a normal parent-child relationship.

Effective Date of Coverage

Your dependent's coverage will be effective on the day that you enroll them, but no earlier than the day they become eligible. If you enroll your dependents after the 30 day period, their coverage will not be effective until Connecticut General agrees in writing to insure them.

Cost

Your monthly premium is \$.64 for Option A and \$1.27 for Option B regardless of the number of dependents.

Beneficiary

The employee is automatically the beneficiary for the dependent's life insurance.

Payment of Benefits

In the event of a dependent's death, life insurance benefits in the amount for which he/she was enrolled will be paid to the employee in a single sum.

Termination of Coverage

Your Dependent Life Insurance coverage ends on the earliest date below:

- date you cease to be in an eligible class,
- date you cease to pay the required contribution,
- date you cease to carry Supplemental life coverage.
- date your dependent is no longer eligible (It is your responsibility to notify the Benefits Office to stop the payroll deduction when you no longer have eligible dependents. Failure to notify will not result in a refund of deductions),
- date your employment terminates (In the case of approved leave of absence and disability, Dependent life coverage may be continued. Refer to the sections on "Leave of Absence"

- and "Coverage While You Are Disabled"), and
- date the policy is cancelled.

When Dependent Life coverage terminates, your dependents may have the right to convert the group insurance to an individual policy. Refer to the section in this booklet on conversion rules.

Leave of Absence

You may continue your Dependent Life coverage provided that you continue your Connecticut General Supplemental Life Insurance coverage from the date of your approved leave of absence. You must contact the Benefits Office to make the arrangements for payment.

Coverage While You Are Disabled

As long as your Connecticut General Supplemental Life Insurance is enforced, you can continue to pay for Dependent Life Insurance. You must contact the Benefits Office to make arrangements for payment.

Employee's Life Insurance Reduction Between Age 65 and 70

If the employee's basic and supplemental life insurance reduction between age 65 and 70 eliminates the supplemental coverage, the employee can continue dependent life insurance.

Conversion Rules

A dependent is entitled to convert the Group Life Insurance to an Individual policy only if the dependent's insurance stops because:

- you are no longer in active service or no longer eligible for Dependent Life Insurance,
- vou die,
- coverage cancelled for your class of employees and your dependent has been insured under the policy for at least five years before the insurance cancelled, or
- your dependent no longer qualifies as a dependent.

The amount of life insurance to be converted is normally the amount of group life insurance that your dependent loses, but in some cases, it may be less. A brochure describing the details of the converted policy may be obtained from the Benefits Office.

Payment During Conversion Period

If the dependent dies during the 31 day conversion period, Connecticut General will pay to the beneficiary the amount of insurance that could have been converted.

How to File a Claim

If there is a claim covered by Connecticut General Group Life Insurance, the Benefits Office will complete the claim form and submit it to Connecticut General for settlement. The Benefits Office, 630-840-4361 or 630-840-3395, located on the 15th floor, west side, of Wilson Hall, should be notified as soon as possible. A certified copy of the death certificate is required to submit a claim.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Connecticut General Life Insurance Company)

Schedule of Benefits	
Annual Basic Earnings	Amount of Principle Sum
Up to \$2,499	\$2,500
\$2,500 to \$4,999	\$5,000
\$5,000 to \$7,499	\$7,500
\$7,500 to \$9,999	\$10,000
\$10,000 and over	\$12,500

Table of Losses and Benefits	% of Principle Sum
Loss of Life	100%
Loss of One Hand by Severance at or above the Wrist	50%
Loss of One Foot by Severance at or above the Ankle	50%
Entire and Irrecoverable Loss of Sight in One Eye	50%
Loss of more than one of the above in an Accident	100%

Who is Eligible

All employees except dayworkers, summer employees and employees on leave of absence.

Enrollment

At the time you enroll for the Basic Life Insurance, you are automatically enrolled for AD&D insurance.

Effective Date of Your Coverage

Your coverage will be effective on the same day as your Basic Life Insurance.

Cost

The cost of AD&D Insurance is paid in full by Fermilab.

Beneficiary

In the event of accidental death covered under the policy, your beneficiary will be the person or persons designated under your Basic Life Insurance.

Payment of Benefits

Connecticut General will pay the benefit amount when they receive proof that you received an accidental bodily injury while you were insured, and that the loss occurred within 90 days after the date of the injury.

The benefit amount for each loss will be the amount of your principal sum multiplied by the

percentage shown in the Table of Losses and Benefits for that loss. The maximum that will be paid for all losses resulting from injuries you receive in any one accident will be your principal sum.

Exclusions

AD&D Insurance does not cover losses that occur more than 90 days after the accident, nor any loss resulting from war, suicide, intentionally self-inflicted injury while sane or insane, ptomaine poisoning, bacterial infection (except pus-forming infection resulting from an accidental wound), and losses due to disease.

Termination of Coverage

Your AD&D Insurance ends on the earliest date below:

- date you cease to be in an eligible class,
- date your employment terminates,
- date the policy is cancelled, or
- date premium stops.

How to File a Claim

If there is a claim covered by Connecticut General Group Life Insurance, the Benefits Office will complete the claim form and submit it to Connecticut General for settlement. The Benefits Office, 630-840-4361 or 630-840-3395, located on the 15th floor, west side, of Wilson Hall, should be notified as soon as possible. Filing a death claim requires a certified copy of the death certificate.

BUSINESS TRAVEL ACCIDENT (CHUBB Group of Insurance Companies)

Schedule of Benefits	
Class I	 The Principal sum is five times annual salary subject to a \$50,000 minimum and a maximum of \$300,000. Medical evacuation and repatriation maximum is \$50,000. Felonious assault is \$25,000.
Class II	 \$300,000 Medical evacuation and repatriation maximum is \$50,000. Felonious assault is \$25,000.
Family Coverage	
Spouse:	\$50,000
Children:	\$25,000
Aggregate limit per accident:	\$2,100,000

Annual salary means the salary received by the employee from URA not including any overtime earnings and bonuses.

The plan shall pay an amount determined from the table of losses if an insured person sustains a loss within 365 days after the accident.

Table of Losses and Benefits		
Loss	Percent of Loss of Life Benefit Amount	
Life	100%	
Speech and hearing	100%	
Speech and one of: hand, foot or sight of one eye	100%	
Hearing and one of: hand, foot or sight of one eye	100%	
Both hands, both feet or sight of both eyes or a	100%	
combination of a hand, a foot or sight of one eye		
One hand or one foot or sight of one eye	50%	
Speech or hearing	50%	
Thumb and index finger of the same hand	25%	
Psychological therapy	1%	
Rehabilitation/Retraining	1%	

The term **loss** with regard to hands and feet shall mean actual severance through or above the wrist or ankle joints; with regard to eyes, entire irrecoverable loss of sight; with regard to speech, irrecoverable loss of speech which does not allow audible communication in any degree; with regard to hearing, the entire and irrecoverable loss of hearing as determined by a physician; and with regard to thumb and index finger actual severance through or above the knuckle joints.

	Percent of Loss of Life Benefit Amount
Loss of Use	
Both arms and both legs	100%
Both arms or both legs or a combination of an arm	75%
and a leg	
One arm or one leg	50%
Both hands or both feet or a combination of a hand	50%
and a foot	
One hand or one foot	25%

The term **loss of use** means the permanent and total inability of the specified body part to function as determined by a physician and approved by the company. Loss of use of an arm means the loss of use at or above the elbow joint; a foot means the loss of use at or above the ankle joint; a hand means loss of use at or above the knuckle joints of at least four fingers on the same hand or at least three fingers and a thumb on the same hand; a leg means loss of use at or above the knee joint.

Coverage

The policy provides full 24-hour accident coverage while you are traveling on a business trip. Coverage begins at the actual start of an anticipated trip, whether it be from the Laboratory site, your home or other location, whichever occurs last.

In the case of combined business/vacation trip, you will have 24-hour accident coverage traveling to and from the destination plus the designated time of the business meeting. You will not be covered during any period that would be designated as vacation time.

Travel coverage also includes short business travel, for example, going to the hardware store: from the time you go off site until the time you return to the site

If you are traveling with other URA employees, URA directors and trustees, members of the Users Executive Committee and URA consultants, the benefits may differ from the Schedule of Benefits because of the \$2,100,000 aggregate limit. If you are traveling in a group comprised of the above persons, contact the Benefits Office to make sure that the group does not exceed the aggregate limit.

Permanent Total Disability

Should you become totally and permanently disabled prior to age 70 within 12 months of a

business travel accident, remain disabled for twelve consecutive months and unable to work, the principal sum less any other amount paid or payable under the accidental death and dismemberment indemnity coverage of this policy will be paid to you. The policy also provides coverage, subject to the policy maximum, for a loss caused by or resulting from accidental bodily injuries sustained by an insured person as a result of an act of violence, which occurs while the insured person is on the premises of the policyholder.

Seat Belts

An additional 10% of the principal sum amount up to a maximum of \$50,000 will be paid if the insured person suffers loss of life despite restraint by a seat belt in a covered automobile accident.

Exposure and Disappearance

If the body of an insured person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it will be assumed that the person died and payment of benefits will be made according to the terms and conditions of the policy.

Accident includes unavoidable exposure to elements arising from a covered hazard.

Emergency Medical Evacuation

This means the emergency transportation of the insured person from the location where the insured person is injured or becomes ill to the nearest hospital where appropriate medical treatment can be obtained.

Repatriation

This means the transfer of the insured person from the local hospital where the emergency medical care is initially given to the insured person's country of domicile or to the insured person's residence to obtain further medical treatment or to recover.

Repatriation also means the necessary arrangements for the return of the insured person's remains to the insured person's place of residence in the event of the injured person's loss of life.

Travel Assistance Services

In the event of a travel-related emergency, MEDEX Traveler's Assistance Network will provide emergency assistance services for: replacing lost or stolen travel documents, including passports; emergency fund transfers; locating the nearest, most appropriate medical care; establishing contact with family, personal physician and employer; translation services and referral to local interpreters and knowledgeable legal referral; and incidental aid and other travel-related services. For more information about services provided by the MEDEX Assistance Corporation consult their brochure available from Fermilab's Benefits Office and Fermilab's Travel Office.

Who is Eligible

Class I All employees of Universities Research Association, Inc.

Class II All non-employee directors, the trustees, members of Fermi National Accelerator

Laboratory Users Executive Committee and all consultants of URA.

Family coverage applies when the legal spouse and dependent children travel with the employee in conjunction with an authorized business trip or relocation. (See the master policy for definition of dependent child and relocation.)

Effective Date of Your Coverage

You are automatically covered as of the first day of work.

Cost

URA pays the full cost.

Beneficiary

In the event of accidental death covered by this policy, your beneficiary(ies) will be the person or persons designated under your Basic Group Life Insurance policy, unless you wish to designate a specific beneficiary for this insurance.

You can obtain the beneficiary form from the Benefits Office.

Termination of Coverage

Your Business Travel Accident Insurance ends on the earliest date below:

- date you cease to be in an eligible class,
- date your employment terminates, or
- date the policy is cancelled.

How to File a Claim

If there is a claim covered by the travel accident policy, the Benefits Office will submit the claim form to CHUBB Group of Insurance Companies for settlement. When the claim is for accidental death, a certified copy of the death certificate is required. Decisions on most claims submitted will be made within 30 days of the date submitted.

Exclusions

This insurance does not apply to an accident occurring while an insured person is in, entering or exiting an aircraft owned, leased or operated by URA or an aircraft owned, leased or operated by an employee of URA. This exclusion does not apply to aircraft chartered with pilot or crew on a one time charter basis.

This insurance does not apply to an accident occurring while an insured person is in, entering or exiting any aircraft while acting or training as pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

This insurance does not apply to loss caused by or resulting from an insured person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, or bodily malfunctions. This exclusion does not apply to loss resulting from an insured person's bacterial infection caused by an accident or from accidental consumption of a substance contaminated by bacteria.

This insurance does not apply to suicide, attempted suicide or loss that is intentionally self-inflicted.

This insurance does not apply to loss caused by or resulting from a declared or undeclared war in the following countries: Afghanistan, Algeria, Canada, Iran, Iraq, Israel, Kuwait, Pakistan, Saudi Arabia, Syria, the United States or the insured person's country of permanent domicile. Declared or undeclared war does not include acts of terrorism. The list of prohibited countries or territories may change. Contact Fermilab's Benefits Office if you have any questions regarding your business travel plans outside the USA.

This insurance does not apply to an accident occurring while an insured person is

participating in military action in the armed forces of any country or established international authority. However, orders to active military service for sixty consecutive days or less shall not constitute service in the armed forces.

ERISA INFORMATION

Plan Name	Plan Number
Group Life Insurance	501
Accidental Death & Dismemberment Insurance	503
Business Travel Accident Insurance	505

Employer Identification Number 52-0816670

Plan Sponsor

Universities Research Association, Inc. (Fermi National Accelerator Laboratory)

Type of Plan

Welfare

Plan Year Ends

The benefit plan records are kept on a calendar year basis. The plan year ends December 31.

Plan Administrator

Head, Laboratory Services Fermi National Accelerator Laboratory P.O. Box 500 Batavia, IL 60510 630-840-3396

Plan Fiduciary

Vice President Universities Research Association, Inc. 1111 19th Street N.W. Suite 400 Washington, D.C. 20036

Agent for Service of Legal Process

Head, Laboratory Services Fermi National Accelerator Laboratory P.O. Box 500 Batavia, IL 60510 630-840-3396

Vice President Universities Research Association, Inc. 1111 19th Street N.W. Suite 400 Washington, D.C. 20036

Plan Cost

Paid by the employer and employees.

Benefits Underwritten By

Group Life, AD&D and Dependent Life Insurance Connecticut General 220 E. 42nd Street New York, NY 10017

Business Travel Accident Insurance Federal Insurance Company Sears Tower, Suite 4700 233 South Wacker Dr. Chicago, IL 60606-6303

Effective Date

Group Life, AD&D,	08/01/67
Dependent Life	
Însurance	
Business Travel	08/01/68
Accident Insurance	

Eligibility

See eligibility section of each plan for details.

Loss of Benefits

You must continue to be a member of the class to which these plans pertain and continue to make any of the contributions agreed to when you enrolled. See each plan in this booklet for additional conditions that may cause you the loss of benefits.

URA/Fermilab maintains the right through the Plan Administrator to modify, amend or terminate one or all of the plans described in this booklet.

Collective Bargaining Agreements

Local No. 701, International Association of Machinists (AFL-CIO): Machinists and Welders

Local No. I-21, International Association of Fire Fighters (AFL-CIO): Fire Fighters

Local No, 701, International Association of Machinists (AFL-CIO): Maintenance Electricians and Mechanics

Local No. 701, International Association of Machinists (AFL-CIO): Truck and Taxi Drivers.

Requests for Information and Claim Procedures

Requests for information and claims concerning eligibility, participation, contributions or other aspects of the operation of any plan should be directed to the Plan Administrator. If a written request or claim is denied, the Administrator shall, within a reasonable time, provide a written denial to the participant. It will include the specific reasons for denial, the provisions of the plan upon which the denial is based, a description or any material needed to complete the claim (if appropriate) and why it is necessary, and instructions on how to apply for a review of the claim. When the Administrator requires additional time to process a claim because of special circumstances, an extension may be obtained by notifying the participant that a decision on the claim will be delayed, what circumstances have caused the delay and when a decision can be expected. The Administrator will inform the participant of the delay within ninety days of the date the claim was submitted.

A participant may request in writing a review of a denied claim and may review pertinent documents and submit issues and comments in writing to the Administrator. The Administrator shall provide in writing to the participant a decision upon such request for review of a denied claim within sixty days of receipt of the

request. When special circumstances require an extension, the Administrator may obtain such extension by notifying the participant that the decision on the review of the denied claim will be delayed, why, and when a decision can be expected.

See each plan's section for specifics on how to file a claim.

Rights and Protections

The following statement of ERISA rights is required by federal law and regulation. As a participant in the retirement and welfare plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's Office and at other specified locations, such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions. The Plan Administrator's Office is located at Robert R. Wilson Hall, 15th floor.
- 2. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator.
- 3. Receive a summary of the plan's annual financial report if the plan covers 100 or more participants. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or

exercising your rights under ERISA. If your claim for a pension or welfare benefit is denied in whole or in part, you will receive a written explanation of the reason for the denial. You have the right to have the claim reviewed and reconsidered.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within thirty days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.